ART. 1, § 8. The patent law limits the grant of a patent to a term of seventeen years. See REV. STAT. § 4884. It requires that the application shall contain a full description of the invention so that any one may use it after the patent expires. See REV. STAT. § 4888. If an inventor postpones his application for a patent, profiting by his invention in the meantime, in order to extend the time of his monopoly beyond the period provided for by the patent law, it is clear that it is not within the policy of patent legislation to aid him in carrying out this purpose by granting him a patent when he can no longer keep the invention secret. See *Pennock* v. *Dialogue*, 2 Peters (U. S.), 1, 19; *Kendall* v. *Winsor*, 21 How. (U. S.) 322, 328. See also 1 BLACKSTONE, COMMENTARIES, 87. Compare with this the case of the prolonged use of a device for purpose of experimentation and improvement, which is held not to forfeit the right to a patent. *Kendall* v. *Winsor, supra; Elizabeth* v. *Pavement Co.*, 97 U. S. 126.

PLEADING — PARTIES — JOINDER — STATUTORY PROVISION FOR JOINDER OF DEFENDANT IN THE ALTERNATIVE. — A Rhode Island statute provides that "whenever in any action the plaintiff is in doubt as to the person from whom he is entitled to recover, he may join two or more defendants with a view of ascertaining which, if either, is liable." Plaintiff joined the X company and the Y company in an action for damages for personal injuries to his wife, suffered in a collision between the X company's car, on which she was a passenger, and the Y company's truck. Negligent management by the servants of each defendant is alleged to have caused the collision. The X company demurred on the ground of improper joinder. *Held*, that the demurrer be sustained. *Beshavian* v. *Rhode Island Co.*, 102 Atl. 807 (R. I.).

The origin of this statute is found in the English Judicature Act of 1873 and in the Supreme Court of Judicature rules. See 36 & 37 VICT. c. 66; SUPREME COURT OF JUDICATURE RULES, Order XVI, Rule 7. Therefore the Rhode Island court went to the English decisions for the construction of their statute. See *Phoenix Iron Foundry* v. *Lockwood*, 21 R. I. 556, 45 Atl. 546; *Mason* v. *Copeland Co.*, 27 R. I. 232, 61 Atl. 650. The English rule as it read when Rhode Island adopted its statute was construed not to permit joinder of causes of action. *Sadler* v. *Great Western Ry. Co.*, [1896] A. C. 450. The immediate result of this decision was a change in Order XVI so as to permit joinder of causes of action, provided they grew out of the same transaction or series of transactions. See THE ANNUAL PRACTICE, 1916, Rules, Order XVI. The inference seems clear that the court had misinterpreted the purpose of the rules, and that the change was made to secure that purpose by removing the limitation imposed by the court. Generally, since the change, the English courts permit joinder of causes of action under Order XVI. *Frankenberg* v. *Great Western Horseless Carriage Co.*, [1900] 1 Q. B. 504; *Bullock* v. *London General Omnibus Co.*, [1907] 1 K. B. 264; *Congeladas* v. *Houlder Bros. & Co.*, [1910] 2 K. B. 354. *Contra*, *Thompson* v. *London County Council*, [1899], 1 Q. B. 840. Therefore, if the Rhode Island court had looked at the English law as it had developed, it should have found that the intent was to permit joinder of causes of action under Order XVI. By the decision in the principal case, however, the Rhode Island statute has been denied all effect, for the rule now is that tortfeasors can be joined only if they are joint tortfeasors, which was the common-law rule. See DICEY, PARTIES, Rule 98. It is submitted that no court is justified in thus denying all effect to a statute that is intended to accomplish an end possible of accomplishment. See Roscoe Pound, "Common Law and Legislation," 21 HARV. L. REV. 383.

POLICE POWER — REGULATION OF PROFESSIONS — POWER TO LICENSE CEMENT CONTRACTORS. — A municipal ordinance provided that no person

should engage in the cement-contracting business without a license from the city council and without filing a bond with the city guaranteeing the proper construction of work undertaken by the licensee. *Held*, that the ordinance is unconstitutional. *State ex rel. Sampson* v. *City of Sheridan*, 170 Pac. 1 (Wyo.).

The proper exercise of the police power permits regulation in the interest of the peace, comfort, convenience, and prosperity of the community. See *The Minnesota Rate Cases*, 230 U. S. 352, 404. In the interest of the prosperity of the community certain lines of business endeavor may be regulated with a view to protecting the people thereof against their own improvidence and bad judgment. Thus dealers in investment securities may be licensed under the supervision of the state. *Hall* v. *Geiger-Jones Co.*, 42 U. S. 539. Similarly the practice of encouraging retail sales by means of "trading stamps" may be regulated. *Rast* v. *Van Deeman & Lewis*, 240 U. S. 342. But the rule of these cases does not go so far as to permit indiscriminate regulation of any business or occupation as such. Power to regulate should turn largely on the actual existence of the evil sought to be remedied and the magnitude thereof. Of necessity this is an elastic standard. Thus on the validity of license restrictions imposed on itinerant merchants there is a decision each way. *State* v. *Conlon*, 65 Conn. 478, 33 Atl. 519; *State* v. *Harrington*, 68 Vt. 622, 35 Atl. 515. Under this principle there is no occasion to quarrel with the decision in the present case.

PUBLIC LANDS — *BONÂ FIDE* PURCHASER OF CERTIFICATE OF ALLOTMENT — RIGHTS TO IMPROVEMENTS. — The issue of a certificate of allotment of lands under the Choctaw-Chickasaw Agreement was procured by fraud. The certificate was then sold to a *bonâ fide* purchaser. Upon discovery of the fraud the certificate was held for cancellation and the land allotted to others. The *bonâ fide* purchaser seeks by mandamus to have a patent issued to him. *Held*, that the writ should not be granted. *Duncan Townsite Co.* v. *Lane*, 38 Sup. Ct. Rep. 99.

A *bonâ fide* purchaser of a fraudulently obtained certificate of allotment of public lands who later and in good faith secures a patent is protected. *United States* v. *Clark*, 200 U. S. 601; *People* v. *Swift*, 96 Cal. 165, 31 Pac. 16. See 19 HARV. L. REV. 542. But if the purchaser has not secured the patent, and has only the certificate, he has merely an equity and is not protected against the legal owner. *Hawley* v. *Diller*, 178 U. S. 476. The principal case suggests the question of whether a *bonâ fide* purchaser of a fraudulently secured certificate, who in good faith improves the premises but fails to secure legal title, is entitled to any relief. The general rule is that if a person honestly believing himself rightfully in possession makes improvements he may set off the value of such improvements in any equitable action by the true owner. *Green* v. *Biddle*, 8 Wheat. (U. S.) 1. The theory is that the true owner must do equity if he seeks the aid of equity. But affirmative action on the motion of one who makes such improvements is denied. *Putnam* v. *Ritchie*, 6 Paige (N. Y.) 390. The theory is that whatever is attached to the land becomes a part of the land and belongs to the owner. The result is that justice is secured by invoking a technical rule in the one case, and that there is a failure of justice for the same reason in the other. This seems a desirable situation for an application of the principle of unjust enrichment. *Bright* v. *Boyd*, 1 Story (U. S. Dist. Ct.), 478, 2 Story (U. S. Dist. Ct.), 605. See 2 STORY, EQUITY JURISPRUDENCE, § 799 *b* (*n.*).

PUBLIC SERVICE COMPANIES — EXCUSES FOR NOT SERVING — FAILURE OF SUPPLY. — Relator applied for a connection to the respondent natural gas company. Before time to make the connection, there was a period of fifteen or twenty days of extremely cold weather; and, although the supply of gas